

# Tallahassee Community College

Invitation to Negotiate  
For  
**BANKING SERVICES**

ITN 2022-08



**Proposals Due – October 6, 2022 @ 1:45 p.m. EST**

**Proposals Opening – October 6, 2022 @ 2:00 p.m. EST**

<http://www.tcc.fl.edu/purchasing>

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## **2. Proposal and Contact Information**

### **Submit Proposals To:**

Tallahassee Community College  
Purchasing Department  
444 Appleyard Drive  
Tallahassee, FL 32304-2895

### **Contact Information:**

Dustin Frost  
Dorector of Procurement and Auxillary Services  
Phone: 850-201-8484  
E-mail: [Dustin.Frost@tcc.fl.edu](mailto:Dustin.Frost@tcc.fl.edu)

Kelly Martin  
Purchasing Staff Assistant  
Phone: 850-201-6088  
E-mail: [Kelly.Martin@tcc.fl.edu](mailto:Kelly.Martin@tcc.fl.edu)

### **Location (Physical Address):**

Tallahassee Community College  
Purchasing Department, Administration Building  
444 Appleyard Drive  
Tallahassee, FL 32304-2895  
Phone: 850-201-8520

### **General Information:**

ITN Title:	Banking Services
ITN Number:	ITN 2022-08
Proposal Due Date and Time:	October 6, 2022 @ 1:45 p.m. EST
Proposal Opening Date and Time:	October 6, 2022 @ 2:00 p.m. EST
Issue Date:	September 13, 2022

### 3. Calendar of Events

Listed below are the important actions and dates/times by which the actions shall be taken or completed. If the College finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local Eastern Standard Time.

#### Calendar of Events

Date	Time	Action
September 13, 2022		Release of ITN to Public, Posted on <a href="http://www.tcc.fl.edu/purchasing">www.tcc.fl.edu/purchasing</a> and <a href="#">MyFloridaMarket Place Vendor Information Portal</a>
September 23, 2022	5:00 p.m.	Last Day for Written Inquiries
September 30, 2022		Anticipated Date that answers to Written Inquiries will be posted on <a href="http://www.tcc.fl.edu/purchasing">www.tcc.fl.edu/purchasing</a>
October 6, 2022	1:45 p.m.	Proposals Due
October 6, 2022	2:00 p.m.	Proposal Opening, includes Review of Mandatory Responsiveness Requirements (Fatal Criteria)
October 7, 2022		Anticipated Commencement of Proposal Evaluations
October 24, 2022		Anticipated notification of Intent to Award
December 1, 2023		Anticipated Commencement of Contract

### 4. Definitions

- a) **Automated Clearing House (ACH):** The ACH Network is a highly reliable and efficient nationwide batch-oriented electronic funds transfer system governed by the NACHA OPERATING RULES which provide for the interbank clearing of electronic payments for participating depository financial institutions. The Federal Reserve and Electronic Payments Network act as ACH Operators, central clearing facilities through which financial institutions transmit or receive ACH entries.
- b) **Breach of Contract:** The condition of the relationship between the College and the Service Provider which exists when the Service Provider fails to perform under the terms and conditions of the Contract which may result from this ITN.
- c) **Contract Non-Compliance:** Failure to meet or comply with any requirement or term of the Contract.

- d) **Contract Services**: Where used herein, refers to those services provided by a service provider to the College, as described in this ITN document and pursuant to an executed contract.
- e) **Contract**: The agreement resulting from this ITN between the Successful Proposer and the College.
- f) **College**: Tallahassee Community College referred to in this ITN document as “TCC”, “College” or “the College.”
- g) **Desirable Conditions**: The use of the words “should” or “may” in this ITN indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a Proposal.
- h) **Evaluation Team**: Identified by the Vice President of Administrative Services and Chief Business Officer to evaluate the responses and make a recommendation for award in the best interest of the College.
- i) **Mandatory Responsiveness Requirements/Fatal Criteria**: Terms, conditions or requirements that shall be met by the Proposer to be responsive to this ITN. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- j) **Minor Irregularity**: A variation from the ITN and conditions which does not affect the price proposed or gives the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the College.
- k) **PDF**: Portable Document Format (PDF) is a file format created by Adobe Systems.
- l) **Proposals**: An offer in response to a ITN.
- m) **Proposer**: Company/person, which submits a proposal. An Offeror.
- n) **ITN**: Invitation to Negotiate. A formal request soliciting responses to select one or more persons or business entities with which to commence negotiations for the procurement of commodities or contractual service.
- o) **Service Provider**: The organizational entity serving as the primary Service Provider with whom a contract will be executed. The term Service Provider shall include all employees, subcontractors, if applicable, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Service Provider.
- p) **Successful Proposer/Service Provider**: The entity that will be performing as the Service Provider under any contract resulting from this ITN.
- q) **Vendor, Offeror, Proposer or Service Provider**: A legally qualified corporation, partnership or other entity submitting a proposal to the College pursuant to this ITN that will be performing as the Service Provider under any resultant contract.

## 5. General Conditions, Instructions & Information for Proposers

### 1) Contact

Any questions concerning this ITN shall be directed to Dustin Frost or Kelly Martin at the Procurement Department as indicated in Section 2 - Proposal and Contact Information page. To ensure prospective proposers are presented the same information, all proposers are hereby instructed to contact only the staff members designated as resources for this ITN in Section 2 – Proposal and Contact Information. Any other staff contact could create confusion or misinformation and may be cause for disqualification.

Responses to inquiries, if they change or clarify the ITN in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the ITN. The College will not be bound by oral responses to inquiries or written responses other than by addenda.

### 2) Proposal Submission

The College will receive proposals at the address listed in Section 2 - Proposal and Contact Information page. The outside of the sealed envelope/container **must** be identified as follows:

- Proposer's name
- Return address
- ITN number and title
- Due date and time

All documentation produced as part of this solicitation shall become the exclusive property of the College and may not be removed by the Proposer or returned to its agents. The College shall have the right to use any or all ideas or adaptations of the ideas presented in any proposal. Selection or rejection of a proposal shall not affect this right.

### 3) Number of Copies

Proposers shall submit **two (2) copies on separate USB Flash Drives** with "all" documentation including the original proposal in a pdf format with all supporting documentation in a sealed envelope/container marked as noted above. Please label each USB Flash Drive with the solicitation number and your company's name (i.e "Copy" Acme Proposal 2018-06 to TCC). This quantity is required so that a full and complete copy of your proposal can be provided to each member of the Evaluation Team.

### 4) Due Date/Time

The time and date will be scrupulously observed. Proposals must be received in the TCC Purchasing Department by the deadline. **Proposals and unsolicited amendments to proposals received after the specified time and date shall not be evaluated.** The College will not be responsible for late deliveries or delayed mail. The time clock located in the Purchasing Department shall serve as the official authority to determine lateness of any

proposal. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Standard Time. In the event of emergency College closure, proposed dates will be adjusted accordingly via addendum on the College's purchasing website and the state of Florida eProcurement site. The proposer may submit the proposal in person or by mail/courier service. Faxed or electronically sent proposals will not be accepted. **Proposers are cautioned that all incoming mail to the College is received by the College's Central Mail Department prior to its distribution to the individual departments. Therefore, at least a 24-hour distribution delay should be considered when mailing the proposals. The College cautions proposers to assure actual delivery of mail or hand-delivered proposals prior to the deadline set for receiving proposals.** Telephone confirmation of timely receipt of the proposal may be made by calling the Purchasing Department at (850) 201-8520.

## 5) Supplier Registration Requirements

Proposers who obtain ITN documents from other sources must officially register with the College's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. The College shall not be responsible for providing addendums to proposers who receive RFP documents from other sources.

Failure to register as a prospective proposer may cause your proposal to be rejected as non-responsive if you have submitted a proposal without an addendum acknowledgement for the most current and/or final addendum.

If you are not a registered TCC vendor, and prior to award of this contract, you will need to complete our online TCC Vendor Application Form and W-9 at: [Welcome To Tallahassee Community College Supplier Site - Workday \(myworkdaysite.com\)](https://myworkdaysite.com)

These forms are submitted electronically which protects your information. Once your forms have been submitted and information has been processed by Purchasing, you will receive an e-mail containing your TCC Supplier ID Number.

If you are unsure about your registration status in the College's database, please E-mail Kelly Martin at [kelly.martin@tcc.fl.edu](mailto:kelly.martin@tcc.fl.edu) and include the company name and address.

## 6) ITN Documents

To obtain the documents in order to respond to this ITN, visit [Solicitation Documents - Tallahassee Community College \(fl.edu\)](https://www.tcc.fl.edu) or [MyFloridaMarket Place Vendor Information Portal](https://www.myfloridamarketplace.com) .

## 7) Public Opening

Proposals shall be received by the Purchasing Department by the specified time and date. Proposals will be opened and only the names of the suppliers will be read. No other information will be discussed or read aloud. Failure to meet any of these mandatory responsiveness requirements will render a response non-responsive and result in rejection of the entire response. Further evaluation will not be performed. No points will be awarded

for passing the mandatory responsiveness requirements. A public opening of the proposals for this ITN will occur as listed in Section 4 - Calendar of Events in the Purchasing Office located in Administration Building Room 194. Persons with disabilities needing assistance to participate in the public opening should call the Purchasing Department at least 48 hours in advance of the public opening.

## **8) Delays**

The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify proposers of all changes in scheduled due dates by written addendum.

## **9) Proposal Withdrawal**

Proposers may withdraw their proposals by notifying the Purchasing Department in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity (company business card and driver's license). Once opened, proposals become the property of the College and will not be returned to the proposers.

## **10) Additional Information**

No additional information may be submitted, or follow-up performed by any Proposer after the stated due date unless specifically requested by the College.

## **11) Inquires**

All proposers shall carefully examine the ITN documents. Any ambiguities or inconsistencies shall be brought to the attention of the Purchasing Department in writing by the Calendar of Events, Last Day for Written Inquiries; failure to do so on the part of the proposer will constitute an acceptance by the proposer of any subsequent decision. Any inquiries or questions concerning the intent, meaning and interpretations of this ITN shall be requested in writing, to be received by the contact person in the Purchasing Department, by the date listed in the Calendar of Events, Last day for Written Inquiries. An addendum with answers on all received questions posted on [Solicitation Documents - Tallahassee Community College \(fl.edu\)](#) on the date listed in the Calendar of Events.

## **12) Posting of Intended Award and Addendum**

Proposal tabulations with recommended awards will be posted for review by interested parties at the location where the proposals were opened on or about October 7, 2022 and will remain posted for a period of 72 hours.

The College will also post all recommended awards and addenda and materials relative to this procurement on the State of Florida's [eProcurement system MyFloridaMarket Place](#)



[Vendor Information Portal](#) and the College's Purchasing website ([www.tcc.fl.edu/purchasing](http://www.tcc.fl.edu/purchasing)). **Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.**

### **13) Posting of Award**

The College anticipates an award to the Proposer who submits the proposal judged to be the most advantageous to the College. Final approval of the proposal shall be by the District Board of Trustees of Tallahassee Community College at a regularly scheduled public meeting. The Proposer understands that this ITN does not constitute an agreement or a contract with the Proposer.

### **14) Responses**

The College prefers to receive a minimum of three (3) responses to solicitations for commodities and services. Therefore, if three responses are not received by the deadline, the deadline may be extended, or the solicitation for responses may be re-initiated.

### **15) Termination**

If the awarded contract is terminated or cancelled, the College may elect to negotiate and award the proposal to the next ranked proposer or to issue a new ITN, whichever is determined to be in the best interest of the College. If the provider is not performing within the terms and conditions set forth by the College, the Vice President of Administrative Services and Chief Business Officer will notify the provider that the contract will be terminated as instructed below. The obligations of the College under this award are subject to the terms and conditions established by the Legislature of the State of Florida.

#### **a. Termination at Will**

The Contract resulting from this ITN may be terminated by the College or the Service Provider upon no less than sixty (60) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

#### **b. Termination for Cause**

The integrity, reliability and qualifications of a bidder or proposer, with regard to the capability in all respects to perform fully the contract requirements, shall be determined by the College prior to the award of the contract and shall be monitored by the College throughout the contract term.

Default – If a vendor is in default on any contract awarded, the College shall follow the procedures contained herein:

- (1) The College shall notify, in writing via email, any vendor who fails to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and

provide a time certain for correcting the failure (such reasonable time should not generally be less than 10 days after receipt of such notice).

- (2) Unless the vendor corrects its failure to perform within the time provided, or unless the College determines on its own investigation that the vendor's failure is legally excusable, the College shall find the vendor in default and shall issue a second notice stating
- (a) the reasons the vendor is considered in default,
  - (b) that the College will repurchase or has repurchased the commodities or services.

The foregoing provisions do not limit, waive or exclude the College's remedies against the defaulting Service Provider at law or in equity.

c. **Termination for Unauthorized Employment**

Violation of the provisions of Section 274A of the Immigration and Nationality Act, shall be grounds for unilateral cancellation of the Contract resulting from this RFP.

## **16) Minority and Women Owned Businesses**

Minority and Women Owned Businesses are encouraged to participate in all solicitations for responses conducted by the College. Category definitions may be reviewed in Chapter 288.703 of the Florida Statutes. Penalties for falsification and/or discrimination may be reviewed in Chapter 287.094. **See Attachment D, Minority and Women Owned Business Declaration Form.**

## **17) Proposal Preparation Costs**

Neither the College nor its representatives shall be liable for any expenses incurred in connection with the preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the ITN. Proposing firms shall pay all costs associated with the preparation of the proposals including the cost of any visits to the campus.

## **18) Accuracy of Proposal Information**

Any proposer, which submits in its proposal to the College any information, which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

## **19) Disqualification**

The College reserves the right to disqualify responses, before or after opening, upon evidence that the proposer is not qualified by experience, is not in a position to do work specified in the time allotted, or upon evidence of collusion with intent to defraud, or other unethical or illegal practice. The College also reserves the right to disqualify responses from

firms or individuals who have in the past failed to meet the specifications, requirements, or expectations of past or present agreements, contracts, or awards for products and/or services.

## **20) Attorney's Fee**

In the event the proposer breaches the contract between the proposer and the College or the specifications of this RFP, and the College is required to take legal action to resolve the breach, or to recover any monies which may be due hereunder, then, and in those events, the proposer shall pay all costs for such legal action or collection, including reasonable attorney's fees, court costs, discovery costs and any other costs related to this action.

## **21) Public Entity Crimes**

Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposers attest that they have not been placed on the "Convicted Vendor List". Due to guidelines for the use of grant funds, no person or vendor will be considered that appears on the Federal "Excluded Parties List" found at [epls.gov](http://epls.gov). This list is provided by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. By signing and submitting the RFP proposal forms, proposers attest that they have not been placed on the "Excluded Parties List".

## **22) Public Records**

All proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119.071 (1)(b) and Chapter 119.071 (1)(c), Florida Statutes. Bidders are cautioned that Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes.

**NOTE:** If Proposer believes any of their material(s) are exempt from disclosure and public records, they must identify specifically any information contained in their proposal, clearly

segregate and mark that information, specify the Florida Statute which they consider to be exempt from disclosure, citing specifically the applicable exemption law and briefly describe in writing the grounds for claiming exemption from the public records law. A general notation that information is “Confidential” will not be sufficient. Any material submitted in response to this solicitation will become a public document pursuant to Section 119.07, Florida Statutes **if not** identified as noted above. This includes material that the responding Proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, Florida Statutes. In no event shall the College or any of its employees or agents be liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

### **23) Acceptance/Rejection**

The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who in the College’s opinion, is not in a position to perform properly under the award.

### **24) Disputes and Protests**

In the case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.

Any protest of an award or recommendation to award shall be governed by Tallahassee Community College protest procedures (link below), which will require the protester to file the notice of protest within 72-hours. Upon such notice, the College will also require the protester to file a \$250.00 non-refundable filing fee and a protest bond in the in an amount equal to two percent (2%) of the estimated contract amount, bid or proposal amount. If no contract price was submitted, the College shall estimate the contract amount based on factors including, but not limited to, the price of previous or existing contracts for similar contracts or services. If the protest is successful, the posted security will be refunded in full. Additional protest information may be found in the College’s bid protest procedures - [TCC-Bid-Protest-Procedures-9.12.22.pdf \(fl.edu\)](#)

**Failure to timely file a protest or failure to timely deliver the required filing fee and security bond in accordance with the Tallahassee Community College Protest Procedure must constitute a waiver of any right to protest proceedings.**

### **25) Compliance**

All proposers are required to comply with all Federal, State and Local laws, codes, rules, regulations, ordinances, and policies of the College’s District Board of Trustees which may

be applicable to the action or operation of this RFP. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, OSHA regulations, all Civil Rights legislation, and all employment and minimum wage laws.

## **26) EEO Statement**

Tallahassee Community College does not discriminate on the basis of race, color, ethnicity, genetic information, national origin, sex, disability, or age in its programs and activities. Inquiries regarding the non-discrimination policies may be directed to: Renae Tolson, Equity Officer, (850) 201-8510, [tolsonr@tcc.fl.edu](mailto:tolsonr@tcc.fl.edu)

## **27) Conflict of Interest**

All proposers must disclose with the proposal the name of any officer, director, agent who is also an employee of the College or a member of the College's District Board of Trustees. All proposers must disclose the name of any College employee or member of the College's District Board of Trustees who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm.

## **28) Affirmation**

By submission of a proposal, proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFP and the resulting contract. See **(Attachment G – Vendor Signature Sheet)**.

## **29) Request for Proposal Terms**

By submitting a proposal, the proposer acknowledges that he/she has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Proposals must be made in the official name of the firm or individual under which the business is conducted, signed by a person authorized to sign contracts on behalf of the firm and submitted with the completed RFP. Each responding firm shall submit only one proposal. All proposals received shall remain firm for a period of one (1) year after the date specified for the receipt of the proposals. See **(Attachment G – Vendor Signature Sheet)**.

## **30) Licenses**

It shall be the sole responsibility of the Service Provider to obtain and maintain, at no additional cost to the College, any and all licenses as required by all federal, state, county, municipal and local governments.

### **31) Federal and State Taxes**

Tallahassee Community College is exempt from Federal Tax and State Sales and Use Tax. Upon request, the College will provide an exemption certificate to the vendor.

### **32) Mandatory Responsiveness Requirements/Fatal Criteria**

The College shall reject any and all proposals that do not meet mandatory responsiveness requirements as defined below:

Mandatory Responsiveness Requirements are those terms, conditions or requirements that shall be met by the Proposer to be responsive to this ITN. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.

### **33) Right to Reject Proposal Submissions and Waiver of Minor Irregularities**

The College reserves the right to reject any and all Statement of Qualifications and/or Technical Response/Service Delivery Narrative or to waive minor irregularities when to do so would be in the best interest of the College. Minor irregularities are defined as a variation from the Request for Proposal terms and conditions which does not affect the price proposed, or give the Proposer an advantage or benefit not enjoyed by other proposers, or does not adversely impact the interests of the College. At its option, the College may correct minor irregularities but is under no obligation to do so whatsoever.

### **34) Site Visit and Proposers' Conference**

- a. The College Site Visit - **There will not be a Site Visit scheduled for this ITN**
- b. Proposers' Conference - **There will not be a Proposers' Conference scheduled under this ITN.**

### **35) College Required Scope Changes**

During the term of the Contract, the College may unilaterally require, by written notice, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The College may make an equitable adjustment, (i.e. increase or decrease in rate, reimbursement for costs, etc.) if the change affects the cost or service delivery. The Service Provider will be required to expeditiously execute an amendment to effect such changes, which execution shall not be unreasonably withheld. The College shall endeavor to provide written notice to the Service Provider thirty (30) days in advance of any College-required changes to the technical

specifications and/or scope of service that affect the Service Provider's ability to provide the services as specified herein.

### **36) Other Requested Changes**

In addition to changes in State or Federal laws, rules and regulations, College policies may change. Such changes may impact the College's service delivery in terms of materially increasing or decreasing the Service Provider's cost of providing services. There is no way to anticipate what those changes will be nor is there any way to anticipate the costs associated with such changes. Either party shall have ninety (90) days from the date such change is implemented to request an increase or decrease in compensation or the applicant party will be considered to have waived this right. Full, written justification with documentation sufficient for audit will be required to authorize an increase in compensation. It is specifically agreed that any changes to payment will be effective the date the changed scope of services is approved, in writing, and implemented.

### **37) Debts and Encumbrances**

The College shall not be liable or be required to pay and debts, claims, and encumbrances of the proposer or proposer's company incurred during the term of this agreement.

### **38) Credits**

The proposer further covenants and agrees it will not in any manner use the credit of the College in connection with its said business or affairs. The proposer further covenants and agrees it will purchase goods and sign contracts only in its own name and at its own cost and expense.

### **39) Administrative Purposes**

For administrative purposes throughout this document, the College is referring to a vendor, offeror or proposer as "Service Provider" and any contract to be issued as a result of this RFP as "the Contract" or "this Contract". This does not mean or imply that any person or firm submitting a proposal to the RFP as a vendor, offeror or proposer will ultimately be awarded a contract or otherwise become a Service Provider as that term is commonly understood. By utilizing the term "Service Provider" and "this Contract" or "the Contract" throughout this RFP, the College will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a Contract document.

## **6. Scope of Services Sought**

### **1) Overview**

Since 1966, Tallahassee Community College has offered high-quality post-secondary education for the citizens of Leon, Gadsden and Wakulla counties, along with students from throughout the state, nation and abroad. With excellent academic support and classroom facilities and Web-based classes, the College offers a variety of instructional methods to ensure student success.

The College desires to cultivate a relationship which would extend beyond the initial contract period. The College also desires that the successful vendor provide the maximum service and product presentation at the lowest possible cost to the students, faculty and staff.

### **2) Existing Conditions**

Currently the College has contracted with Wells Fargo Bank for its banking services.

### **3) Scope of Service**

The College is soliciting the submittal of formal proposals from qualified banking institutions to provide the College with professional banking services and cash management with terms, conditions and specifications contained in this ITN. The purpose of this ITN is to identify banking institutions that can offer Tallahassee Community College the value and professional services that are cost efficient and easy to manage.

The College would prefer to contract with one provider for all the required banking services, however, the College reserves the right to consider contracting with multiple providers throughout the period of the contract period.

A proposer must be a federally or State of Florida chartered banking institution with at least one banking facility located within the city limits of Tallahassee.

Proposer selected by the college as its depository must comply with Florida Law as it relates to public depositories – specifically Chapters 280, 136, 215, 218, and State Board of Education Rules 6A-14.075 and 6A-14.0765.

The Bank cannot make assignment of services without the College's prior written consent. The College shall reserve the right to eliminate services, collectively or individually, if charges associated with the service(s) are considered by the College to be excessive.

Following the decision to award this contract based on the selection criteria specified herein, the requirements of the ITN, and upon agreement with selected bank(s) in final negotiations



for the contract hereunder, the College reserves the right to negotiate to alter any of the terms or conditions for banking services which, in its opinion, are advantageous to the College. Furthermore, during the term of the contract, the College reserves the right to alter current terms or add any additional banking services which may become available and which, in its opinion, are advantageous to the College.

Additionally, upon request the College shall be provided annual financial reports to indicate the financial soundness of the Proposer.

#### 4) Specific Services

The banking institution will provide the following general banking services:

- ACH Services
- Fraud Protection
- Payee Positive Payment Services
- Data Security
- Mobile Banking Services
- Controlled Disbursement Accounts
- Data Transmission, Premium BAI2 statements
- Depository Account Services
- Overdraft Protection
- Stop Payments
- Payroll Check Services
- Web-based Information Reporting Services
- Wire Transfer Services
- Zero Balance Accounts
- Merchant Services
- Loose Coin Deposits
- ATM on College Campus
- Employee and Student Account Benefits

Additional banking services expected include:

- **INTEREST EARNING:** It is the College's intent to have all monies on deposit earning interest at the best available rate. Please submit best options to accomplish the College's intent. Proposers are to respond as to how the College funds will be invested and how they will maintain compliance with safekeeping requirements. Investment options shall comply with requirements of State Board of Education Rule 6A-14.0765. The College reserves the right to invest any or all funds in excess of any

required daily balances in any manner which will be in the best interest of the College.

- **NSF COLLECTION ACTIVITIES** The Proposer will redeposit NSF checks a second time prior to debiting the College's account and returning the check to the College. Checks re-deposited shall be clearly stamped with a notation that this action has taken place.
- **DISASTER RECOVERY** The Proposer shall provide information regarding their disaster recovery plan including specific plans related to serving the College in the event of a disaster.
- **PRIVACY AND RECORD RETENTION** The proposer shall provide information regarding their policies related to safeguarding of information received, including information that may be presented on deposited checks, and the retention of such records.
- **CONTINUOUS SERVICE** The Proposer will have and maintain sufficient staff to support these requirements on a continuing basis without interruption of services. Severe or repeated breakdown of service for this reason will be cause for cancellation of the contract. The College requires that the Proposer(s) designate one of its cash management service personnel who will act as a liaison with the College for matters regarding its account. The College reserves the right to approve the person designated and further reserves the right to approve in advance the designation of any successor liaison.
- **ACCOUNT SERVICES TRANSITION** The Proposer shall provide a general account launch plan demonstrating capacity to support the College's transition to the proposed services. The plan should include contacts and specific roles, timeline, available training and key steps to establishing the complete adoption of all proposed account services.
- **STUDENT BENEFITS** The Proposer(s) shall state whether it will provide special low, or no fee, or other special term services to College students, and provide specifics of any special account granted.
- **AUTOMATED TELLER MACHINE (ATM)** The current bank partner provides an ATM machine at The College's main campus, on the exterior of the Student Union (Bldg. 35). The minimum service level required is cash withdrawal. The College will provide space, lighting, electricity, climate control, and phone line access as required. Any costs not itemized above shall be the responsibility of the bank. The College will not have, under any condition, responsibility for maintenance or repair of the ATM, security equipment, or any ancillary equipment needed to service or maintain the

unit. The bank shall have total responsibility for servicing both the banking and equipment function of the ATM.

- **ADDITIONAL SERVICES** With detailed information, please describe any additional services that proposer is able to offer and provide the College in relation to the scope of this ITN.

## 5) Optional Services

In addition to the basic services described in this ITN, the College requests proposals for the optional services identified below and any additional services that the proposer feels would be in the best interest of the College. The optional services proposal will be evaluated in conjunction with the basic services proposal and can be a deciding factor in the selection of the College's depository(ies).

### a) **Investment Services**

The College seeks to maximize interest income earnings while minimizing investment risk. The College anticipates investment of approximately \$20 million in the short-term portfolio. A proposer should offer investment custody and advisory services for a short-term portfolio that is in compliance with Florida Statutes, 218.415 and State Board of Education Rule, Chapter 6A.14-0765. The proposal must certify that the program being proposed is derivative free and complies with Florida Statutes and State Board of Education Rules relative to investments by community colleges.

### b) **Special Employee Program**

A proposer may offer College employees a comprehensive banking services package with benefits that exceed those available to individual bank customers. The proposal shall describe in detail the package being offered and show how it compares to the bank's standard offering of services for individual accounts.

- ### c) **Additional ATMs.** Provide pricing and/or service fee information for on campus ATM's with volume requirements for each fee threshold. Provide all costs associated with additional ATM machines at the College's other locations.

## 6) Statement of Purpose

This Invitation to Negotiate (ITN) is issued for the purpose of soliciting proposals from qualified vendors that must be licensed, certified, and primarily engaged in the business of providing banking services throughout the duration of the contract. The proposing bank must be a "Qualified Public Depository" as defined in Chapter 280, Florida Statutes, with a local branch located within the city limits of Tallahassee, Florida.

## 7) Service Start Date

The Proposer(s) must have the capability to provide professional banking services, by the Calendar of Events, Anticipated Commencement of Contract. The College reserves the right to change the dates for the commencement of service delivery and the Contract start date.

### a) Term of Contract

It is anticipated that the initial term of any Contract resulting from this ITN shall be for a five (5) year period. If it is deemed to be in its best interest, the College has the option, not the obligation, to renew the contract for an additional five (5) one year terms, predicated on satisfactory performance and evaluation of the vendor during the initial term.

### b) References

Submit at least three references, higher education or State agency clients, for which proposer has performed (or is currently performing) work similar in nature and size as the project described herein. For each reference submit the following:

1. **Client Name.**
2. **Contact Information, including telephone and email addresses.**

### c) Litigation History

Provide a statement of any material litigation or regulatory action that has been filed against your firm in the last five years and that have required disclosure in your annual financial statements. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm, provide a statement to that effect.

## 7. Instructions for Preparing Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this ITN. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that proposers follow the format and instructions contained in the Proposal Submission Requirements (with particular emphasis on the **Mandatory Responsiveness Requirements**).

**Proposals are due at the time and date specified in the Calendar of Events, Proposals Due/Proposal Opening, Including Review of Mandatory Responsiveness Requirements (Fatal Criteria) and shall be submitted by mail or in person to Tallahassee Community College, Purchasing Department, Administration Building 444 Appleyard Drive, Tallahassee, FL 32304**

**Proposals received late will not be considered and no modification by the proposer of submitted proposals will be allowed. No College staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.**

Before award, the College reserves the right to seek clarifications or request any information deemed necessary for proper review of submissions from any proposer deemed eligible for contract award. Failure to provide requested information may result in rejection of the proposal.

The College shall not be obligated to pay for information obtained from or through any proposer prior to entering into a contract with the successful proposer. Once opened, proposals become the property of the College and will not be returned to the proposers.

## **1) Proposal Format**

This section prescribes the format in which the proposals are to be submitted. There is no intent to limit the content of the proposals. Additional information deemed appropriate by the Proposer may be included, but must be placed within the relevant section. Additional sections beyond those designated in this section will not be evaluated. The following paragraphs contain instructions that describe the required format for proposals.

All proposals must contain the sections outlined below.

## **2) Proposal Submission Requirements**

### **a. Section 1-Transmittal Letter with Executive Summary (Mandatory)**

The Proposal shall include a Transmittal Letter with Executive Summary (narrative) synopsis of the proposer's method of delivering the required services in compliance with the minimum requirements and Scope of Service outlined in the ITN. The synopsis shall contain sufficient detail addressing all elements of the required services and shall be prepared in such a manner that will clearly indicate the proposer's understanding of, and intent to comply with, the requirements set forth in the ITN. The Transmittal Letter with Executive Summary shall be signed by a representative of the proposer authorized to bind the corporate entity submitting the proposal.

The Transmittal Letter with Executive Summary shall also contain information addressing each of the following requirements:

1. Information indicating that the Proposer is a corporation or other legal entity, if applicable.

2. Information on the proposed project team or relationship contacts, identifying each team member, skills, and related experience.
3. Proof that the Proposer is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida's, Secretary of State's Office).
4. The Proposer's federal tax identification number.
5. A statement disclosing the name of any officer, director, employee or other agent who is an employee of the College or a member of the College's District Board of Trustees who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer or its affiliates, including parent corporations. If no, a statement to that effect, as applicable, shall be provided.
6. Verification that the Proposers are members of or have direct access to, the Federal Reserve System. The Proposer must provide a statement confirming its understanding that Federal funds will be deposited and held in the College's Bank accounts.
7. The Proposer should disclose in its proposal any conditions or foreseeable circumstances (i.e., mergers, acquisitions, etc.) that would have an adverse effect on its ability to honor all terms of the contract or service it can provide.
8. A list of the Bank branch office locations within the counties of Leon, Gadsden and Wakulla as well as the address, phone and fax numbers, and verification of the distance from the College.

**b. Section 2-Proposer's Business/Corporate Background (Mandatory)**

The Proposal shall include a (narrative) synopsis of the Proposer's Business/Corporate background and past education and experience addressing the following requirements.

1. Business/Corporate Background

The background of the Proposer, which at a minimum shall include:

- a) Date established;
- b) Ownership (public company, partnership, subsidiary, etc.);
- c) Primary type of business and number of years conducting primary business;
- d) List of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors, if applicable; and

- e) National accreditations, memberships in professional associations or other similar credentials.
  - f) Proof of higher education experience.
2. Narrative of Past Experience  
Details of the Proposer's experience that meet this requirement shall be provided in narrative form and in sufficient detail so that the College is able to judge its complexity and relevance.
3. Summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operation experience (i.e., specialized accreditations, grant awards, etc.).

**Note:** The College reserves the right to use all information provided in determining responsibility of vendor, as well as any other information the College may obtain through any means that bears on the issue of responsibility.

**c. Section 3-Attachment B – Questionnaire (Mandatory)**

The proposer shall complete and return Attachment B – Questionnaire of this ITN.

**d. Section 4-Attachment C - Drug-Free Work Place Form (Mandatory)**

The proposer shall complete and return Attachment C – Drug-Free Work Place Form of this ITN.

**e. Section 5-Attachment D - Minority & Women Owned Business Declaration Form (Mandatory)**

The proposer shall complete and return Attachment D – Minority & Women Owned Business Declaration Form of this ITN and insert it under Tab 5 of the Proposal.

**f. Section 6-Other Required Forms – Attachments E - Vendor Signature Sheet (Mandatory)**

The proposer shall complete and return Attachment E – Vendor Signature Sheet of this ITN.

**g. Section 7-Proposer's Financial Statement (Mandatory)**

The purpose of this subsection is to provide the College with a basis for determining the proposer's financial strength, competence and experience.

Unless otherwise stated, the proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this ITN that will be performing as "the Service Provider".

Audited financial statements for the three most recent years. All statements shall include the following for the most recently audited (immediate past) year:

1. auditors' reports;
2. balance sheet;
3. statement of income;
4. statement of retained earnings;
5. statement of cash flows; notes to the financial statements; and any written management letter issued by the auditor to the management, the board of directors or the audit committee, or, if no management letter was written, a letter from the auditor, stating that no management letter was issued and that there were no material weaknesses in internal control or reportable conditions otherwise to report.

Proposal must include a current Dun and Bradstreet DUNS number. The College may request one or more D&B reports to assess the proposer's financial capacity or may request other information after proposal submittal in order to assess the financial capacity of the proposer.

Failure to provide any of the aforementioned financial information may result in proposal disqualification.

**i. Section 8-Staffing and Personnel (Mandatory)**

The Proposal shall include a staffing plan for the personnel that will be assigned to the College's accounts, including brief job profiles and descriptions. The plan should include any other local area/regional managers with responsibility or support functions with the College's account.

The proposer shall include the Staffing and Personnel.

**j. Section 9-Attachment A – Itemization of Fees and Charges (Mandatory)**

It is **mandatory** that the proposer complete and return **Attachment A – Itemization of Fees and Charges** of this ITN..

Price Proposals should be submitted with the most favorable terms the Proposer can offer. The College may reject any and all proposals that are conditional, incomplete or which contain irregularities, as these will be deemed to be a counteroffer. Each Proposer shall submit the completed Itemization of Fees and Charges – Attachment A. By submitting an offer under this ITN, each Proposer warrants its agreement to the prices submitted. All Price Proposals shall identify the name of the Proposer and date of submission, and shall bear the signature of a Business/Corporate Representative



authorized to bind the Proposer to the prices bid. All price table calculations will be verified for accuracy by the Purchasing Department staff assigned by the College.

**k. Section 10-Attachment H - Addendum Acknowledge Form (Mandatory)**

It is **mandatory** that the proposer complete and return all **Addendum Acknowledgement Form(s)** if issued for this ITN.

Should any revisions/clarifications/supplemental instructions be needed, the College will issue a written addendum to all proposers who received an ITN package from the Purchasing Department. It is the proposers' responsibility to check with the Purchasing Department prior to submitting a proposal to make sure they have not missed any issued addendums.

The College will also post all addenda and materials relative to this procurement on the Purchasing website: <http://www.tcc.fl.edu/purchasing>. Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.

## **8. Evaluation of Proposals**

### **1) Evaluation Method**

An Evaluation Team, identified by the Vice President of Administrative Services and Chief Business Officer, will evaluate the responses to this Request for Proposal. The Evaluation Team will make a recommendation on which proposal will meet the best interests of the College. During the proposal review process, conferences may be requested to formulate plans in greater detail, to clarify any unclear items, and to otherwise complete negotiations prior to the formal award recommendation. The recommendation for an award by the Evaluation Team will then be forwarded to the District Board of Trustees of Tallahassee Community College for approval.

### **2) Evaluation Criteria**

The College reserves the right to accept or to reject any or all proposals, to waive any irregularities or informalities in any proposal or in the proceedings, and to accept or reject any item or combination of items. The award will be to the Bank whose proposals comply with all the requirements set forth in this RFP and whose proposal, in the opinion of the College, is the most advantageous to the College.

Taking into consideration all aspects of the Proposers' responses, proposals will be evaluated using the following criteria:

- (a) The banking services offered by the Proposer
- (b) The projected total net cost of the proposed banking services
- (c) The additional banking services proposed

- (d) The accessibility and locations of the Proposer's branches for employees and students
- (e) The Proposer's stability and credibility
- (f) The complete submission of all mandatory documents

Upon a recommendation of the preferred proposal(s) by the Evaluation Team, reviews and results will be posted for review by interested parties on the Purchasing website:

<http://www.tcc.fl.edu/purchasing>.

## 9. Attachments

Some of the following attachments contain information for your viewing while some **shall** be completed and returned with your proposal to fulfill the requirements of this ITN. If additional space is needed in order to accurately complete these forms, duplicates of the forms may be made.

Attachment A – Itemization of Fees and Charges

Attachment B – Questionnaire

Attachment C – Drug-Free Work Place Form

Attachment D – Minority & Woman Owned Business Declaration Form

Attachment E – Vendor Signature Sheet

Attachment F – Addendum Acknowledgement Form (Information Only)

Attachment G – Campus Map (Information Only)

## Estimated Annual Activity

		Annual Transactions (unless noted)
<b>GENERAL ACCOUNT SERVICES:</b>		
	Account(s) Maintenance	4-8
	Checks Deposited	1,200
	Stop Payments - Online	30
	Cash/coin deposits	
<b>ZERO BALANCE ACCOUNT SERVICES</b>		
	ZBA Master (per account/per month)	1 each
	ZBA Subsidiary (per account/per month)	1 each
<b>PAYROLL SERVICES:</b>		
	ACH Payroll Credits	24
	ACH Payroll Debits	15,500
<b>ACH SERVICES:</b>		
	Incoming Wires / Electronic Credits	3,500
	Outgoing Wires / Electronic Debits	3,500
	Online Transfers between Accounts	12
	ACHARC/ACHPOP transactions	500
<b>ACCOUNT RECONCILIATION</b>		
	BAI2 Statement File	1 each
	Integrations with Workday, other ERP/Cashiering systems	N/A
<b>FRAUD PREVENTION - SECURITY</b>		
	Positive Pay	1,200

**General Information (Annually)**

<b><u>Disbursements</u></b>	<b><u>Checks</u></b>	<b><u>ACH</u></b>	<b><u>Total Count</u></b>
Payroll	<u>120</u>	<u>15,485</u>	<u>15,601</u>
Accounts Payable	<u>1,244</u>	<u>3,661</u>	<u>4,905</u>

<b><u>Amount</u></b>			
Payroll	<u>\$72,221</u>	<u>\$35,390,100</u>	<u>\$35,462,321</u>
Accounts Payable	<u>\$7,849,224</u>	<u>\$99,061,028</u>	<u>\$106,910,252</u>

<b><u>Payments Received</u></b>	<b><u>Total Count</u></b>
---------------------------------	---------------------------

**Transactions**

ACH	<u>21,000</u>
Checks	<u>1,000</u>
Wires	<u>2,400</u>

**Dollar Amount**

ACH	<u>\$127,323,160</u>
Checks	<u>\$4,000,000</u>
Wires	<u>\$32,143,725</u>

**1) Attachment A – Itemized Fees and Charges - Section 7**

Response Form – Banking Services

**Pricing List**

**In addition to pricing for the specific services, noted below, please provide a complete schedule of fees that may be applicable.**

ACH Services	
Payee Positive Payment Services	
Mobile Banking Services	
Data Transmission, Premium BAI2 statements	
Overdraft Protection	
Payroll Check Services	
Wire Transfer Services	
Merchant Services	
ATM on College Campus	
Fraud Protection	
Data Security	
Controlled Disbursement Accounts	
Depository Account Services	
Stop Payments	
Web-based Information Reporting Services	
Zero Balance Accounts	
Loose Coin Deposits	
Employee and Student Account Benefits	

Name of Proposer \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

*This form **must** be completed, signed and returned with your proposal to fulfill the requirements of this RFP.*

## **2) Attachment B - Questionnaire - Section 3**

The following information must be provided:

1. Explain the methodology for the computation of interest to be paid the College for the amounts invested:

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2. List any experience with Workday ERP or Transact Cashiering systems:

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3. Please elaborate on the scope of your institution's banking experience as a Public Depository, specifically with Higher Education:

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a. Number of Higher Education clients? \_\_\_\_\_

b. Within what number of states? \_\_\_\_\_

c. Sizes of the institutions? \_\_\_\_\_

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4. With the wide spread use of identify theft, describe risk management system you employ to safeguard information received, particularly as it relates to student and employee data?

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6. Detail the record retention policy for transactions and statements?

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7. Compensating (minimum) balance required detailed by account (if applicable) =  
\$\_\_\_\_\_.

8. Indicate pages or tabs where information pertaining to the following can be found in bid response, do not include Attachment A (Indicate not available if service is not being offered):

**Primary Services**

ACH Services	
Payee Positive Payment Services	
Mobile Banking Services	
Data Transmission, Premium BAI2 statements	
Overdraft Protection	
Payroll Check Services	
Wire Transfer Services	
Merchant Services	
ATM on College Campus	
Fraud Protection	
Data Security	
Controlled Disbursement Accounts	
Depository Account Services	
Stop Payments	
Web-based Information Reporting Services	
Zero Balance Accounts	



Loose Coin Deposits	
Employee and Student Account Benefits	

**Secondary Services**

Interest Earning	
NSF Collection	
Disaster preparedness plan	
Privacy and Record Retention	
Continous Services	
Account Services Transition plan	
Student Benefits	
ATM	
Additional Services	

*This form **must** be completed and inserted under Tab 3 of the Proposal*

### 3) Attachment C - Drug-Free Work Place Form – Section 4

Drug-Free Work Place:      Yes \_\_\_\_\_      N/A \_\_\_\_\_

If **Yes** please complete the form.

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee’s community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Proposer’s Signature

\_\_\_\_\_  
Date

*This form **must** be completed, signed and returned with your proposal to fulfill the requirements of this RFP.*

#### 4) Attachment D - Minority and Woman Owned Business Declaration- Section 5

Minority/Woman Owned Business: Yes \_\_\_\_\_ N/A \_\_\_\_\_

If **Yes** please complete the form.

##### Minority and Woman Owned Business Declaration Form

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprises, as defined by section 288.703. Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- ( ) African American
- ( ) Hispanic American
- ( ) Native Americans
- ( ) Asian American
- ( ) American Woman

**Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.**

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

Florida Statues 288.703 definitions – As used in section 288.703, the following words and terms shall have the following meanings unless the content shall indicate another meaning or intent:

- (1) “Small business” means an independently owned and operated business concern that employee 200 or fewer permanent full-time employees and that, together with its affiliates, ahs a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.
- (2) “Minority Business Enterprises” means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial,

ethnic, or gender make-up or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term "related immediate family group" means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.

- (3) "Minority person" means a lawful, permanent resident of Florida who is:
- a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
  - b. A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
  - c. An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
  - d. A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
  - e. An American woman.
- (4) "Certified minority business enterprise" means a business which has been certified by the certifying organization or jurisdiction in accordance with s. 287.0943(1) and (2).
- (5) "Department" means the Department of Management Services.
- (6) "Ombudsman" means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance to small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) "Financial institution" means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) "Secretary" means the secretary of the Department of Management Services.

It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any Service Provider, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

*This form must be completed, signed and returned with your proposal to fulfill the requirements of this RFP.*

## 5) Attachment E – Vendor Signature Sheet – Section 6

### Vendor Signature Sheet

I, the undersigned, having the authority to bind my company for this proposal, hereby certify that I understand and accept the conditions as set forth in this request for proposal.

Further, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

PROPOSER'S LEGAL NAME \_\_\_\_\_

FEDERAL ID NUMBER \_\_\_\_\_

CITY, STATE AND ZIP CODE \_\_\_\_\_

TELEPHONE #(\_\_\_\_) \_\_\_\_\_ FAX #(\_\_\_\_) \_\_\_\_\_

BY SIGNATURE (Manual) \_\_\_\_\_

BY SIGNATURE (Typed) \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE \_\_\_\_\_

#### Section XXXI: Affirmation

By submission of a proposal, proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFP and the resulting contract.

#### Section XXXII: Request for Proposal Terms

By submitting a proposal, the proposer acknowledges that he/she has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Proposals must be made in the official name of the firm or individual under which the business is conducted, signed by a person authorized to sign contracts on behalf of the firm and submitted with the completed RFP. Each responding firm shall submit only one proposal. All proposals received shall remain firm for a period of one (1) year after the date specified for the receipt of the proposals.

*This form **must** be completed, signed and returned with your proposal to fulfill the requirements of this RFP.*

**6) Attachment F – Addendum Acknowledgement Form –Section 8, if applicable**

ADDENDUM ACKNOWLEDGEMENT FORM  
RFP # 2018-01  
ADDENDUM #1

TALLAHASSEE COMMUNITY COLLEGE  
444 Appleyard Drive  
Tallahassee, Florida 32304-2895  
850.201.8520  
[www.tcc.fl.edu](http://www.tcc.fl.edu)

Sample

Bid No: RFP # 2018-01

Bid Title: Banking Services

Opening Date: September 8, 2017 @ 2:00 p.m.

ADDENDUM NO: One (1) Date: XXXXXXX, 00, 2012

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED RFP:

This addendum includes the following:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE RESPONSE.

RESPONDENT: \_\_\_\_\_ BY: \_\_\_\_\_

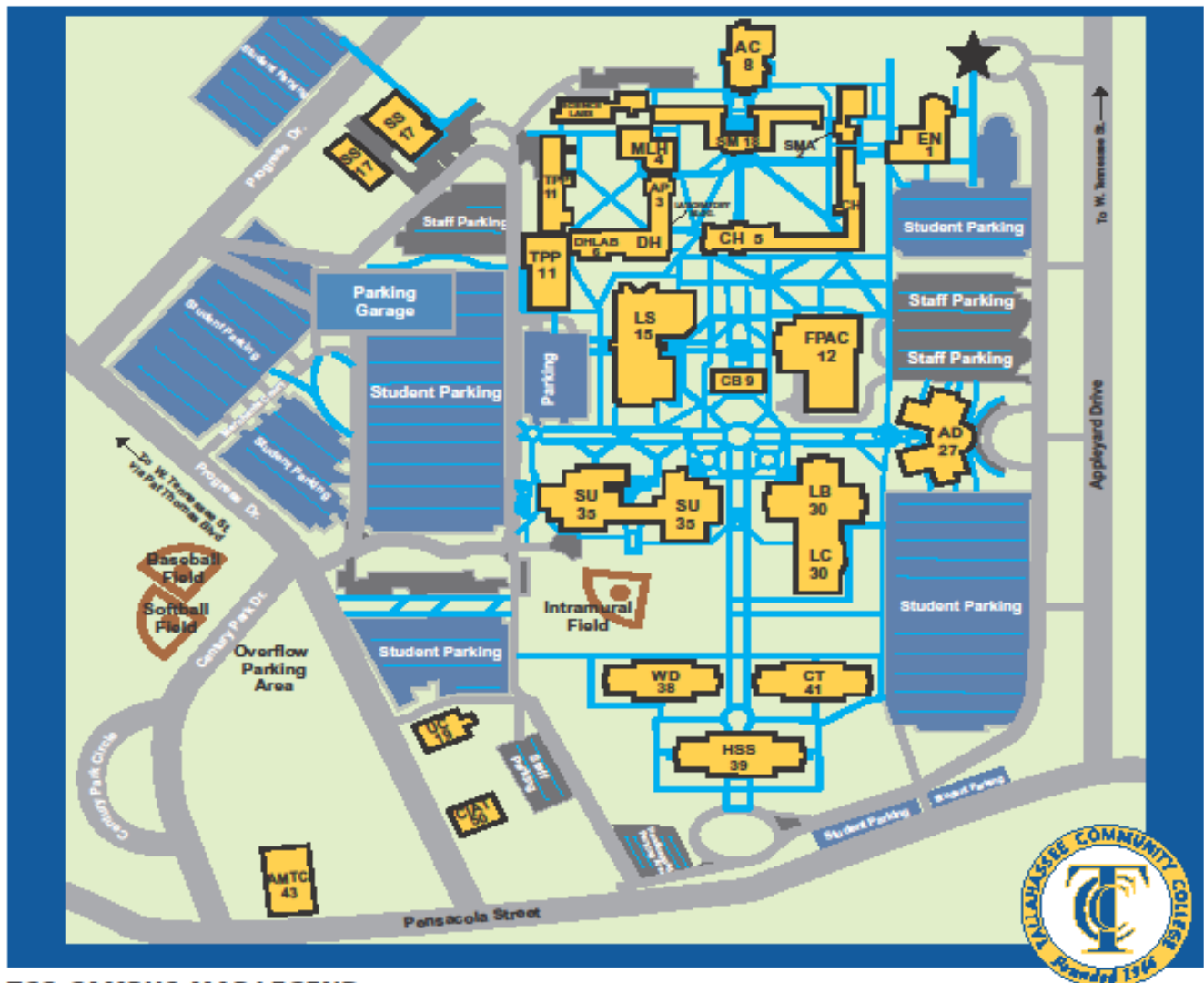
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_ DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE:

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## 7) Attachment G – Main Campus Map



### TCC CAMPUS MAP LEGEND

AC 8 Academic Computing Center	CT 41 Computer Technology Building	SU 35 Student Union Building
AD 27 Hinson Administration Building	DH 6 Dental Hygiene Building	Bookstore
Academic Affairs	Dental Hygiene Lab	Campus Life
Administrative Services	EN 1 English Building	Career Center
Business Office	FPAC 12 Fine and Performing Arts Center	Cashier
Communications and Public Information	Center for Teaching Excellence	College Reach-Out Program (CROP)
General Services and Procurement	Ralph Horst Gallery	Disability Support Services
Human Resources	TCC Fine Art Gallery	Enrollment Services and Student Success
Information Center	Testing Center / DSS Testing Center	Financial Aid
Information Technology	Turner Auditorium	Food Court
Office of the President	HSS 39 TK. Wetherell History and Social Sciences Building	International Student Services
TCC Foundation	LB 30 TCC Library	Student Activities
AMTC 43 Advanced Manufacturing Training Center	LC 30 William D. Law, Jr. Learning Commons	Student Affairs
AP 3 Academic Support Building	LS 15 Lifetime Sports Complex	Veterans Center
CB 9 Center Building	Athletics	TPP 11 Technology and Professional Programs Building
Campus Police	Fitness Center	UC 19 University Center
Print Shop	MLH 4 Judge Walter T. Moore Lecture Hall	Barry University
CH 5 Communications and Humanities Building	SM 18 Science and Mathematics Building	Embry-Riddle Aeronautical University
CIAT 50 Construction/Industrial Applied Technology Building	SMA 2 Science and Mathematics Annex	Flagler College
Thomas University	SS 17 Support Services Building	Saint Leo University
		WD 38 Center for Workforce Development
		★ Star Metro Bus Stop

**Not Shown on Map:** TCC Capitol Center, Florida Public Safety Institute, Ghazvini Center for Health Care Education, Quincy House, Wakulla Center